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ing by reason of advances and charges, but this must be done under certain conditions and limitations, with express notice of the lien to the pledgee and with the right to retake them at any time he may desire to do so, or when he may be instructed to sell them.

FACTORS—Lien for advances—Hypothecation of principal's goods—Measure of principal's recovery. Although a factor have an interest in his principal's goods by reason of advances made thereon, a hypothecation of the goods for the securing of his individual debts amounts to a conversion and renders him liable for their value at the time of the conversion. In such cases, the factor's interest is a qualified one, consisting of a lien upon the goods for the amount of his advances; this lien he may transfer for purposes of his own, but any surplus that may remain of the proceeds after paying such lien is the property of the consignor. A hypothecation of anything more than the factor's interest amounts to a conversion for which the factor is liable.

WILLSON V. WINCHESTER & POTOMAC R. CO.—Decided at Richmond, February 6, 1900. *Waddill*, District Judge.

FEDERAL JURISDICTION—Diverse citizenship—Removal of cause from State court. Plaintiffs brought suit in State court against the W. & P. R. Co., and its lessee, the B. & O. R. Co. From an order removing the cause to the Federal court the plaintiffs appeal. *Held*: That it is unnecessary to determine whether or not the W. & P. R. Co. is a resident of the same State as plaintiffs; the fact that the B. & O. R. Co., the defendant against whom the relief is substantially asked, is a non-resident of that State makes the cause properly removable to the Federal court.

RAILROADS—Agreements to maintain depots—Chancery jurisdiction—Specific performance. The general principles governing agreements by railroad companies to establish and maintain depots at certain places considered. *Held* in this cause, which was a suit for specific performance of such an agreement or compensation for its breach, that equity cannot afford relief. Suit dismissed without prejudice to maintain appropriate action at law.

FEDERAL JURISDICTION—Diverse citizenship—Corporations. For the purposes of jurisdiction a corporation is a citizen of one State only, and State legislatures cannot pass acts to affect the jurisdiction of the Federal courts, whether so intended or not.

BRUNSWICK TERMINAL CO. V. NATIONAL BANK OF BALTIMORE.—Decided at Richmond, February 6, 1900. *Waddill*, District Judge.

CONFLICT OF LAWS—Statute of limitations—Lex fori—Statutory liability with special period of limitation. The remedies, as distinguished from the rights of parties, are determined by the laws of the forum, and the statutes of limitations are part of the remedy and not of the laws affecting rights; but where a statutory liability is sought to be enforced and the statute creating the liability prescribes the period of limitation, the general rule of adopting the statute of limitations of the forum is departed from and the limitation prescribed by the act fixing the liability is applicable.

STATUTE OF LIMITATION—*Federal construction of State statute.* The construction of the statute of limitations of a State by its highest court will be adopted and followed by the courts of the United States. And this rule of construction is applicable to statutes creating a liability and prescribing a period of limitation thereto as well as to the general statute of limitations of the State.

CORPORATIONS—*Statutory liability of stockholders*—*Statute of limitations.* In a suit in a Maryland court by creditors of an insolvent State bank of Georgia against a citizen of Maryland, formerly a stockholder in said bank, to enforce the statutory liability of a stockholder under the laws of Georgia, it is held in the case at bar that the statute of limitations of Maryland is not applicable, but that the special period of limitation prescribed by the laws of Georgia for certain statutory liabilities governs the case, it being part of the right, and not of the remedy.

KUNKLE V. BROWN.—Decided at Richmond, February 6, 1900.—*Simonton*, Circuit Judge.

FEDERAL JURISDICTION—*Amount in controversy.* In order to determine the question of jurisdiction of Federal courts where it depends upon the amount in controversy, the record must be looked to, and, except in some actions *ex contractu*, in which the amount recoverable is liquidated by the terms of the agreement, and in cases where the claim to the requisite amount is made in bad faith and for the purpose of giving the Federal court jurisdiction, the nature of the case as stated in the pleadings must determine whether the amount in dispute is sufficient to confer jurisdiction. It is not the amount that the plaintiff is able to prove he is entitled to that determines the question of jurisdiction; the amount in dispute is the amount demanded by the plaintiff in good faith. It is the amount demanded, not the amount found due, that constitutes the matter in dispute. Nor does the fact that a valid defence to the action is apparent on the face of the pleadings diminish the amount claimed and determine the amount in controversy. A fraudulent or false over-statement of his cause of action by the plaintiff, however, will not operate to confer jurisdiction on the Federal courts.

FEDERAL JURISDICTION—*Amount in controversy*—*Case at bar.* The plaintiff, who was a non-resident, and a judgment creditor of an insolvent corporation, brought suit in a Federal court against the defendant, alleging that defendant owned stock of the par value of \$2,200 in said corporation, and sought to enforce the statutory liability under the laws of Kansas making each stockholder of an insolvent corporation liable to its creditors in an amount equal to the par value of the stock owned by him. Defendant moved to dismiss plaintiff's action for want of jurisdiction, filing exhibits tending to show that plaintiff had means of knowing and did, in fact, know that defendant held only twenty shares of said stock. The lower court, to whom the case was submitted, a jury having been waived, found that plaintiff had acted in good faith in stating his claim, overruled the motion to dismiss and proceeded to give judgment against defendant for \$1,458.60 and costs. *Held*: That the facts found by the lower court, there being some evidence to support them, are conclusive, and the judgment of the lower court is affirmed.